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26 March, 2009

Thomas S. Burack, Chairman
Site Evaluation Committee
New Hampshire Department of Environmental Services
29 Hazen Drive, Box 95
Concord, NH 03302-0095

To: Chairman Site Evaluation Committee
Date: 1 February 2009
Re: Application of Granite Reliable Power, LLC, and Docket No. 2008-04

Dear Chairman Burack:

Submitted by:
JEFFREY W. ELLIOTT
81 MIDDLE STREET
LANCASTER, NH
03584

Thank you for this opportunity to involve myself in the future of Northern New Hampshire's ecological and economic future. And thank you for this chance to express my concern for this threat to the North Country's culture identity. As a biologist I have worked to defend Earth's systems from the destructive effects of carbon-bases fossil fuels, I have not become a myopic, apoplectic supporter of industrial wind power farms. For many reasons I am strongly opposed to wind farm development in Northern New Hampshire. Some of these reasons can be expressed and supported by science and law. Some oppositions are too ambiguous, or heartfelt to express. If a thing looks wrong, it probably is, and this wind project is wrong for Coos.

Having attended the public hearing in Lancaster, NH and listened intently to the various testimonies it became clear that Wagner Woodlands has a vested interest in the outcome of the SEC decision. Wagner's employees testified as one and should be considered a single voice of and a party to the applicant. Having counted about 38 people that were not speaking as politicos, or representatives of government, I recognized 16 as Wagner employees or otherwise active in the forestry industry related to Wagner. Several others were speaking on behalf of their own interest as wind power developers. A number more are members of the local ATV club, which has an interest in expanding their abuse of more land.

The Wagner employees' input should be considered one testimony, and weighted as the statements of biased, self-serving lackeys of industry. Rules of disclosure should require their identifying their bias, payola, and reason for attending the hearing.

The wind developers should have the record show their bias and the monetary profit motive for their misleading testimony.

The ATV club should have their land-donation promise(s) revealed as part of the economic and sociological impacts of the project and this should be included in the public record. Because this apparent agreement would have significant 'on property and off property' impacts, some of which would result in significant changes in land use and challenge the biotic community, this agreement should be considered as part of the wind farm proposal. The existing "ATV Park" is understood to be the first installment of rewards for supporting the management plan of the transnational landowners. Being paid to testify in a public hearing met for local citizens is criminal and this testimony should be excluded from the record. At the very least, the testimony of paid industry lobbyists should be weighted as such. This is not met to exclude substantive evidence provided by citizens. Part of the criteria of this process, or an EIS determination, includes public sentiment and the aforementioned issues of conflict expose attempts to deceive the SEC, media, and the attending publics. The general, unbiased, and unpaid publics that attended and spoke in the Lancaster hearing were with no exceptions speaking their heartfelt and sincere opposition for this project for numerous reasons.

The Quebec Hydro project is dependent upon increased electrical consumption by the USA. This consumption is dependent upon increased transmission capacity through New England. This industrial wind farm will displace alternative and reliable sources such as job creating and job sustaining biomass project(s) which demand sustainable forest practices with enforced best management practices. Altering and/or expanding the transmission corridor to facilitate wind farm development is part-and-parcel a component of this project. Each part, the wind farm and the altered transmission capacity, are interrelated to the point where they should be considered one project. These projects need to be recognized as one, and amalgamated into one review process; one series of hearings, one environmental review, one Environmental Impact Statement. The habitat destruction and fragmentation caused by new transmission lines is part of this industrial wind farm project. Also, this expansion of the centralized power distribution, using mega-transmission power lines runs counter to modern concepts of responsibility and dependability. Projects of this scale, that are this remote, demand dangerously unreliable and dated technology. Locally produced energy met for local consumption, such as that produced through small biomass plants, is more reliable, generates more sustainable jobs, does not necessarily conflict with local values, and will not demand such an in depth political review, or an Environmental Impact Statement.

Throughout the remaining testimony I have provided a shortened review of my concerns while often referring to 'ATTACHMENTS'. These are referenced by number and are intended to be part of my comments as are all cited material.

The North American Agreement on Environmental Cooperation (NAAEC), identifies the failure of the United States Government, The United States Army Corp of Engineers, The United States Department of the Interior, and Fish and Wildlife Service to enforce the Endangered Species Act that requires federal agencies to insure that any action they authorize is not likely to jeopardize the continued existence of endangered or threatened species or destroy or adversely modify designated critical habitat.

As a party to the North American Agreement on Environmental Cooperation, not attending to the enforcement of and the intent of this agreement, The United States Army Corp of Engineers, New Hampshire Fish and Game, The United States Department of the Interior, and The United States Fish and Wildlife Service are failing to effectively enforce environmental laws. This is further expanded in ATTACHMENT 100:a.

ATTACHMENT 102.1b; This is to demonstrate to the SEC that this project is in violation of the CONVENTION ON NATURE PROTECTION AND WILDLIFE PRESERVATION IN THE WESTERN HEMISPHERE.

ATTACHMENTS 102.B, 102.C, AND ATTACHMENT 102.D Provide some historical evidence of an alternative that would provide benefits for the people of Coos County that

would far excide the dubious benefits professed by the developers. A contiguous forest owned by a public/private consortium under USFS management would increase habitat protection, not destroy it through industrial wind farm development and ATV trails and ATV pollution. According to Briggs and Stratton, ATV's emit 14% of the particulates of air pollution. Because there is an apparent deal related to this project with the local band (ATV club) this should be part of the assessments by SEC.

ATTACHMENT 103.c is a small sample of the abuses by transnationals in the region of the proposed industrial wind farm. This is provided to demonstrate the contempt these land managers have for the land, the environment, local values, and the sustainability of forest management and its industries.

Under RSA 378:38 (a) (*Applicant*) is required to meet the present and future need for electricity. A finding that the construction of the facility is required to meet the present and future need for electricity may be based upon a determination of need for capacity to generate electricity, need for a greater supply of electricity, or need for more economic, reliable, or otherwise improved sources of either capacity or energy. The commission shall consider economic factors and the current integrated least cost resource plans filed with the commission pursuant to RSA 378:38 when considering whether or not the facility will meet the present or future needs for electricity.

ATTACHMENT 104.a Questions the need for this project based on electrical demand. Another externality should be questioning the lack of conservation measures causing an inflated demand. Reducing electrical demand is a much-preferred alternative.

ATTACHMENT 104.a is evidence of the disrepute of the companies involved. I would not deal with businesses of such questionable merit, nor should the State. The county, state, and private contractors should be forewarned. The SEC (et. al.) should refuse to deal with them, and they should not be trusted with long term commitment and mitigation contracts.

The New Hampshire Fish and Game Department has failed to recognize and act upon New Hampshire's Endangered Species Conservation Act and is thereby "Taking" endangered species to include but limited to; American Martin (*Martes americana*), Canada Lynx (*Lynx canadensis*) Bicknell's Thrush (*Catharus bicknelli*), American Three-toed Woodpecker (*Picoides dorsalis*), Spruce Grouse (*Dendragapus canadensis*), Bay Breasted Warbles (*Dendroica castanea*), and Bicknell's Thrush (*Catharus bicknelli*). As reviewed in ATTACHMENT 102:c, NHF&G and the SEC may be guilty of a FAILURE TO ENFORCE.

The proposed mountaintop development will challenge species; degrade ecological settings such as critical and/or fragile wildlife habitats and unique communities. An estimated forty non-plant, non-fungi, non-insect species depend on these sky islands of Northern New Hampshire, with another one hundred frequenting them.

ATTACHMENT 102:1d provide a few examples (out of many that are available) that are evidential of forewarned violations through knowingly causing or allowing the destruction of Endangered Species. ATTACHMENT 101.a is an exemplar demonstrating some of the reasoning behind my strong opposition to this project. This industrial development will destroy some very unique habitats, communities, species, and races of an archipelago of sky islands.

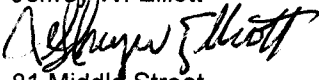
ATTACHMENT 101:b, ATTACHMENT 101:c, ATTACHMENT 101:d, ATTACHMENT 101:e, and ATTACHMENT 101:f, provide explanations of some sky island phenomena. These are supplied to provide leads to understanding the challenges of ecology, conservation biology, and biology of these systems. The dearth of understanding and knowledge of these particular sky islands begs their protection from this project until through scientific review is completed.

According to an application submitted to the state last July 15, if fossil fuels were used to produce that amount of electricity, 332,100 pounds a year in carbon dioxide emissions, 525,000 pounds a year in sulfur dioxide and 162,000 pounds a year in nitrogen oxide would result. Is this true? If so than this project does nothing of significance.

Thank you for including these concerns as part of the public testimony into your decision making process. I expect each of my points, attachments, and references, as well as those of the other publics, will be respectfully addressed at least to the level demanded by laws and regulations.

Submitted by:

Jeffrey W. Elliott

A handwritten signature in black ink, appearing to read "Jeffrey W. Elliott", written over the printed name.

81 Middle Street

Lancaster,

New Hampshire 03584

Attachment 100:a

As Party to the North American Agreement on Environmental Cooperation ("Agreement") The United States Army Corp of Engineers, New Hampshire Fish and Game, and The United States Department of the Interior, and The United States Fish and Wildlife Service are failing to effectively enforce environmental laws Section 7(a)(2) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.); and/or The Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712, July 3, 1918, as amended, and/or The Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c and/or Western Hemisphere Convention(Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere; 56 Stat. 1354; TS 981).

This submission, made pursuant to Article 14 of the North American Agreement on Environmental Cooperation (NAAEC), identifies the failure of the United States Government, The United States Army Corp of Engineers, and The United States Department of the Interior, Fish and Wildlife Service to enforce Section 7(a)(2) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.; that requires federal agencies, in consultation with and with the assistance of the Secretaries of Commerce and Interior, to insure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of endangered or threatened species or destroy or adversely modify designated critical habitat. The principles, practices, and protocols for section 7 consultations are identified in the Endangered Species Act, and regulations promulgated in 1986 for implementing section 7 (50 CFR. Part 402), further expound the procedural and substantive requirements for consultation, reference to American Bald Eagle (*Haliaeetus leucocephalus*), the Canada Lynx (*Lynx canadensis*).

ATTACHMENTJ01:a

Why biophiles such as myself would believe we should not have wind farms on our mountaintops.

As much as I support wind development, as an alternative for some of our energy needs, these developments should not be at the cost of the habitats most threatened by acid precipitation and global climatic change. There are sites where this technology could be appropriate (-I believe, without ontological review). The mid-west has thousands of square miles where any half-mile has the same biotic community as the next. In some uniform areas a small wind farm is a tiny speck of a land-use island surrounded by more of the same of that displaced. Most sites in the plains are uniform to their surroundings and thereby not isolated habitats with unique communities.

New England's geological map with hundreds of millions of years of exposed history looks as if it were colored at a Grateful Dead concert. North Dakota's geological map is almost one color with minor differences widely dispersed. There small-developed sites could remain unmitigated without impacting the biota. In contrast a little hill near me has a volcanic neck, a glacial till shadow, a shoulder of ocean deep-sediment, bolder-sized glacial erratics, and the diversity of biota associated with each of these structures. Its elevation brings with it the climate of central Québec. Just as the Amazonian rainforests has as many tree species in 1 hectare (because of isolation through Pleistocene desertification and oasis formation, rivers, and escarpments) as does all of North America, our tiny sky islands have huge indexes of diversity and endemism (especially at the community, variety, and subspecies levels). This little hill has black spruce, white cedar, maiden-hair fern, and yellow lady slippers all within a few meters of each other. Geologically, they are separated by 400 million years. There are springs with pHs ranging from 4.5 on one side of the hill, to 8.2 on the other. The climate at the top is that of Great White North Québec's. These communities have been establishing for 14,500 years. This is typical of our ridges and mountains. Each its own 'Galapagos' Island with its own diversity. Just as Darwin didn't separate 'his' (Darwin's) finches from the different islands until he was told to, and had to be shown that the tortoises were not all the same, most biologists don't yet recognize sky island diversity for what it is.

In the McCarthy-Wilson index of diversity lays the science behind island biogeography. This explains the foundations of Conservation Biology, that art of avoiding extinction through providing stability and applying the Core, Buffer, and Corridor model. From the Wallace Line, to the Mount Washington Fritillary, biotic diversity and distribution are explained by this work. Perhaps the good Dr. Wilson would be willing to apply his understanding to this line of reasoning.

ATTACHMENT 101:b

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Community structure and species diversity of Saddle Peak forests in Andaman Island

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Abstract: Saddle Peak forests, declared as a National Park, in Diglipur forest division of north Andaman (13°15' to 13° 41' N and 92° 37' to 93° 7' E) are characterized as humid tropical evergreen for-
ests. A few species like *Aglaia andamanica*, *Artocarpus gomeziana*, *Bombax insignie* were common in all the studied sites. Among species, in littoral forests *Mimusops littoralis*, *Artocarpus gomeziana*, and in inland forest *Pterocymbium tinctorium*, *Taberneamontana crispa*, were dominant. In foothill forest *Artocarpus chaplasi*, *Mallotus peltatus* (male), were abundant whereas in middle saddle peak forest area *Zanthoxylon budrunga*, *Parishia insignis* and *Mesua ferrea* were the most abundant species. Across the sites the population density increased from 459 to 2681 plants per hectare from littoral to middle saddle peak forest site, but the reverse was true for basal area which decreased from 74 to 48 m² ha⁻¹. The species richness (61) as well as Shannon Wiener's diversity index (3.58) were highest in foothill forest. Beta diversity was maximum in inland forest (5.1) and minimum in middle saddle peak forest (1.54). Heterogeneity was almost similar in foothill and middle saddle peak forests and it was relatively less in littoral forest zone. Mean girth showed a decreasing pattern from littoral forest (183) to middle saddle peak forest (39) similar to basal area. Size variation was greatest in foothill forest site showing a highest degree of asymmetry. Population structures for different forests have been prepared and interpreted.

Evolution of *Synthyris* sect. *Dissecta* (Plantaginaceae) on sky islands in the Northern Rocky Mountains₁

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7 January 2007.

ABSTRACT

We examined the phylogeography of *Synthyris* sect. *Dissecta* (Plantaginaceae), which is restricted to the Olympic (*S. lanuginosa*) and Northern Rocky Mountains (*S. dissecta* and *S. canbyi*), to infer effects of sky islands and modes of speciation. Sequences of cpDNA *trnT-trnL* and *psbA-trnH* intergenic spacers resolved 22 haplotypes among 185 individuals sampled from 16 populations of the three species. Gene flow in the ancestral lineage and random capture of haplotypes in species lineages of sect. *Dissecta* have resulted in haplotype clades that are not exclusive to species. Nested clade analysis (NCA) indicates that allopatric fragmentation separated Olympic and Northern Rocky Mountain populations, giving rise to the Olympic endemic *S. lanuginosa*, which is characterized by unique haplotypes consistent with long temporal isolation. Low haplotype and nucleotide diversity in *S. canbyi* are consistent with newly founded populations experiencing a bottleneck. Furthermore, we infer *S. canbyi* evolved as a peripheral isolate of *S. dissecta*. NCA indicated limited migration in *S. dissecta* with possible isolation by distance. Both isolation on interglacial sky islands and valley glaciers during at least the last glaciation limited gene flow among populations of *S. dissecta* in different ranges of the Northern Rocky Mountains.

ATTATCHMENT 101:D

Journal of Mammalogy 88(3):759-768. 2007 doi: 10.1644/06-MAMM-A-049R1.1

GENETIC STRUCTURE OF SOUTHERN APPALACHIAN "SKY ISLAND" POPULATIONS OF THE SOUTHERN RED-BACKED VOLE (*MYODES GAPPERI*)

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Abstract

Sequence data from a 597-base pair region of the mitochondrial DNA control region and data for 19 presumed allozyme loci were used to examine genetic structure and to detect gene flow among populations of southern red-backed voles (*Myodes gapperi*, formerly known as *Clethrionomys gapperi*) inhabiting spruce-fir "sky-islands" in the southern Appalachians. Allozyme data showed a significant heterozygote deficiency for most populations. Average individual heterozygosity varied among populations from 1.75% to 16.78% ($\pm SE = 8.63\% \pm 2.03\%$). F_{ST} values between any 2 sites ranged from 0.100 to 0.517 ($\pm SE = 0.296 \pm 0.026$), with a significant metapopulation F_{ST} value = 0.599. Nei's genetic distances (based on allozyme data) among spruce-fir habitats ranged from 0.037 to 0.310 ($\pm SE = 0.139 \pm 0.079$). Analysis of molecular variance permitted determination of the extent of geographic subdivision of mitochondrial haplotypes for 3 hierarchically organized sampling regimes: 14 high-altitude sample sites; 7 spruce-fir islands within which the sample sites are located; and whether sample sites were located south or north of the dominant, low-altitude barrier, the French Broad River. Genetic variation among groups and Φ_{ST} values were highly significant for all sampling regimes, indicating significant population structure at all hierarchical levels tested. Mantel's general regression test indicated that gene flow and genetic relationships fit an isolation-

ATK 101:D p2 of 2

by-distance model. Since the Pleistocene, gene flow within the metapopulation of *M. gapperi* appears to have declined as a result of increasing distances between habitat islands and because of population bottlenecks.

Molecular Ecology (2008) 17, 5315–5335 doi: 10.1111/j.1365-294X.2008.03998.x
Blackwell Publishing Ltd

Lineage diversification and historical demography of a sky island salamander, *Plethodon ouachitae*, from the Interior Highlands

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Abstract

Sky islands provide ideal opportunities for understanding how climatic changes associated with Pleistocene glacial cycles influenced species distributions, genetic diversification, and demography. The salamander *Plethodon ouachitae* is largely restricted to high-elevation, mesic forest on six major mountains in the Ouachita Mountains. Because these mountains are separated by more xeric, low-elevation valleys, the salamanders appear to be isolated on sky islands where gene flow among populations on different mountains may be restricted. We used DNA sequence data along with ecological niche modelling and coalescent simulations to test several hypotheses related to diversifications in sky island habitats. Our results revealed that *P. ouachitae* is composed of seven well-supported lineages structured across six major mountains. The species originated during the Late Pliocene, and lineage diversification occurred during the Middle Pleistocene in a stepping stone fashion with a cyclical pattern of dispersal to a new mountain followed by isolation and divergence. Diversification occurred primarily on an east–west axis, which is likely related to the east–west orientation of the Ouachita Mountains and the more favourable cooler and wetter environmental conditions on north slopes compared to south-facing slopes and valleys. All non-genealogical coalescent methods failed to detect significant population expansion in any lineages. Bayesian skyline plots showed relatively stable population sizes over time, but indicated a slight to moderate amount of population growth in all lineages starting approximately 10 000–12 000 years ago. Our results provide new insight into sky island diversifications from a previously unstudied region, and further demonstrate that climatic changes during the Pleistocene had profound effects on lineage diversification and demography, especially in species from environmentally sensitive habitats in montane regions.

ATTACHMENT 101:f

www.fs.fed.us/rm/pubs/rmrs_p036/rmrs_p036_069_074.pdf

A Quantitative Topographic Analysis of the Sky Islands:

A Closer Examination of the Topography-Biodiversity Relationship in the Madrean Archipelago

David Coblentz

Earth and Environmental Sciences Division, Los Alamos National Laboratory, Los Alamos, NM

Kurt Riitters

Forest Health Monitoring, USDA Forest Service, Research Triangle Park, NC

Abstract—*The relationship between topography and biodiversity is well documented in the Madrean Archipelago. However, despite this recognition, most biogeographical studies concerning the role of topography have relied primarily on a qualitative description of the landscape. Using an algorithm that operates on a high-resolution digital elevation model we present a quantitative analysis of the topographic fabric in the Madrean Archipelago and explored its utility by evaluating a topography-based predicted biodiversity map. In general, we find excellent agreement between the predicted and observed (based on land cover imagery) biodiversity throughout much of the Sky Island region. While readily acknowledging that many other biological factors influence biodiversity, this study establishes an important first-order estimate of the role topography plays in the regional- to continental-scale biodiversity, particularly in regions characterized by insular mountain fabrics such as the Sky Island region.*

ATTACHMENT 102:A

WINTER2005/06 | No. 248

THE MAGAZINE OF THE SOCIETY FOR THE PROTECTION OF NEWHAMPSHIRE FORESTS

YOUR FOREST SOCIETY AT WORK

**Society Begins Campaign
for Phillips Brook**

YOUR FOREST SOCIETY AT WORK

Society Begins Campaign for Phillips Brook

The Forest Society is beginning a two-year campaign to secure \$3.5 million in funds to acquire a conservation easement (CE) on Phillips Brook, a 23,718-acre forested tract located in the Coos County towns and unincorporated places of Odell, Millsfield, Columbia, Dummer, and Ervings Location. The land is owned by GMO Renewable Resources, a Timber Investment Management Organization headquartered in Boston, MA with extensive timberland holdings in northern New England. Prior to GMO's acquisition in December 2004, the tract was owned for more than 100 years by the International Paper Company (IP).

GMO has selected the Forest Society to act as its agent in securing funds for the conservation easement purchase through the federal Forest Legacy Program. The Forest Society has overseen several Forest Legacy projects, including the 7,000-acre Pillsbury-Sunapee Highlands project completed last year.

This vast managed forest landscape has been contributing timber to the North Country economy on a sustainable basis since the time of IP's acquisition in the late 19th century. Phillips Brook receives heavy public recreational use and the CE will guarantee pedestrian recreational access (including hunting, hiking, fishing, and dog mushing) forever. In addition, the CE will assure continued snowmobile access on designated trails. Phillips Brook is excellent habitat for a wide range of game and non-game species, including moose, bear, bobcat, and white-tail deer. The brook itself provides habitat for native brook trout and other sport fish.

Phillips Pond and the Trio Ponds will remain accessible for fishing (nearly five miles of undeveloped shoreline). Phillips Brook is subject to subdivision and second home development pressure that is increasingly common in the North Country. The property shares a nearly 10 mile long boundary with the 40,000-acre Nash Stream Forest (owned by State of N.H. and under CE supervised by the U.S. Forest Service). Nash Stream in turn links to the 18,000-acre Bunnell tracts protected by a Forest Legacy CE. Nash Stream also abuts the 2,000-acre Kauffmann Forest owned by the Forest Society. Combined, these parcels and Phillips Brook Tract comprise a nearly 84,000-acre contiguous block of forest land.

This is an important opportunity to permanently conserve one of the largest remaining working forest tracts in northern New Hampshire and the nationally significant Northern Forest Region. Look for future updates in Forest Notes as the campaign unfolds.

ATTACHMENT: 102.b

Sample of land use alternatives in region of industrial wind farm.

1891 - Miller State Park in Peterborough was the first state land acquired for forest and recreation purposes

Miller State Park located on the summit of South Pack Monadnock in Peterborough, acquired in 1891, is acknowledged to be the first state property for forest and recreation purposes. Since then, a program of land acquisition has been carried out primarily by gift and purchase.

Nash Stream Forest Acquired 1989

A good part of the state park and forest system was gifted to the state during the 1920's through the 1940's. A factor in this activity was the entrusting provision of chapter 163 laws of 1915 entitled "An Act for the Reforestation of Waste and Cut-over lands." Under the provisions of this act, a landowner could deed land to the state at no cost to the state. The State Forestry Commission was authorized to reforest the land. The donor could repurchase their "improved" land from the state within ten years at the cost of reforestation plus interest at four percent. Much land was repurchased but many parcels remain in state ownership today.

In addition, a number of reservations were given to the state by private resource conservation

Reservation Acreage Over the Years (nearest 100 acres)

Year	Acres
1910	600
1920	12,400
1930	29,400
1940	41,000
1950	55,700
1960	63,700

1970	78,900
1980	102,500
1990	158,800
2000	167,463

organizations to be held for public use and benefit. The Society for the Protection of New Hampshire Forests has played a key role in state acquisition of several reservations. Several reservations were acquired from the federal government including Bear Brook State Park in Allenstown and Odiorne State Park in Rye. There have been occasional parcels of land sold or otherwise conveyed but this has been rare.

State land acquisitions through the Land Conservation and Investment Program (LCIP), under the authority of RSA 221-A enacted in 1987(repealed), re-enacted as RSA 162-C, increased department land holdings by nearly 50 percent over a period of several years. More than 47,000 acres acquired through LCIP were assigned to the department as additions to existing land holdings and as new reservations. The LCIP was established to acquire lands through voluntary negotiations with landowners to protect lands of natural beauty and preserve New Hampshire's the rural character.

Real property proposed to be acquired by DRED is reviewed based on the following criteria:

- Seacoast property (ocean front, estuaries, salt marsh or contiguous upland)

- In holding (totally within existing State ownership)

- Land with frontage on a great pond or river

- Intrusions into existing State ownership (State owns on 3 sides)

- Lands abutting existing State ownership

- Lands connecting State ownership

Separate parcels will be considered only if they have outstanding forestry or recreation value or possess some unusual or specialized natural or cultural values that warrant protection and/or preservation.

For State Forest acquisition, the parcel must be of sufficient size, considering its site quality, growing stock and species composition to

forest or state park and revenue from disposal will be used for acquiring replacement property or greater natural resource value, or the parcel is being exchanged for a parcel of greater natural resource value and greater fair market value.

A written "finding of public interest" justifying the disposal/exchange is developed.

All disposals/exchanges are screened through the Council on Resources and Economic Development for their recommended disposition and for the interest of other state agencies and the town and county in which the property is located.

All disposals/exchanges are screened through the Long Range Capital Planning and Utilization Committee of the legislature for their recommended disposition.

Real property disposals/exchanges must be approved by Governor and Executive Council.

make a manageable multiple use unit of public land or is likely to be enlarged to such size by acquisition of abutting land.

For State Parks acquisition, the parcel must be of sufficient size considering its proposed use, to make a manageable recreation facility or is likely to be enlarged to such size by acquisition of abutting land.

For protection/preservation acquisition, the parcel must be of unique or unusual scenic, scientific, historic, cultural or natural value or specialized tracts such as marshes, reservoir sites, flood plains, scenic outlooks, natural areas, public access sites or high elevation (mountain top) land.

Acquisition Process

Funding for DRED land acquisition projects is achieved through the legislative process.

Capital budget requests are prepared and followed through the legislative process. Provisions are made for use of Federal Land and Water Conservation Funds and for land acquisition overhead costs (appraisal, title search, recordings, taxes, etc.).

The legislature may direct acquisition of a state forest or state park by statute and make the necessary appropriation

Acquisitions may be in fee simple title or less than fee title, including but not limited to easements, development rights, leases or acquisition of other rights or interests as may be approved by Governor and Executive Council.

Disposal / Exchange

Real property is declared surplus to DRED needs if it meets the following criteria:

Because of size or location, the parcel does not make a manageable unit of state property.

The parcel does not possess any natural or man-made features that warrant its retention as a state forest or park.

The need or use for which the parcel was acquired no longer exists.

Federal Land and Water Conservation Funds were not utilized in acquisition or a replacement parcel has been approved by the National Park Service and is being acquired.

The deed conveying title to the State does not have any restrictive covenants or reservations that would prevent the property's disposal or such covenants/reservations have been waived by the Grantor.

The parcel's fair market value far exceeds natural resources value as state

Attachment - 102.1b

liverson@fs.fed.us

Convention Between the United States and Great Britain (for
Canada) for the Protection of Migratory Birds; 39 Stat. 1702; TS
628

CONVENTION ON NATURE PROTECTION AND WILDLIFE
PRESERVATION

IN THE WESTERN HEMISPHERE

Objectives

=====

To preserve all species and genera of native
American fauna and
flora from extinction, and to preserve areas of
extraordinary beauty,
striking geological formations or aesthetic, historic
or scientific
value.

2.2 National and regional priorities

To ensure that the activities of the Convention are in line with national and regional
priorities, and vice versa, and that government policies at those levels include
consideration of migratory species, in particular with regard to planning for economic
development, land-use planning, designation and development of reserves, development
of ecological networks, and planning of powerlines, fences, dams... etc.).

2.3 Mitigation of obstacles to migration

With reference to Article III, paragraph 4, of the Convention, requiring Parties to to
mitigate obstacles to migration: review systematically and comprehensively the special
problems faced by migratory animals in relation to various obstacles to migration, and
propose remedial measures that may have widespread applicability.

Western Hemisphere Convention(Convention on Nature
Protection and Wildlife Preservation in the Western Hemisphere;
56 Stat. 1354; TS 981) -- Under this 1940 treaty, the governments
of the United States and 17 other American republics expressed
their wish to "protect and preserve in their natural habitat
representatives of all species and genera of their native flora and

fauna, including migratory birds" and to protect regions and natural objects of scientific value.

The nations agreed to take certain actions to achieve these objectives, including the adoption of "appropriate measures for the protection of migratory birds of economic or esthetic value or to prevent the threatened extinction of any given species."

The Convention was signed by the United States on October 12, 1940, and ratified April 15, 1941. United States ratification documents were deposited with the Pan American Union, Washington, D.C., on April 28, 1941.

Implementing legislation for the United States was achieved by enactment of Public Law 93-205, the Endangered Species Act of 1973 (16 U.S.C. 1531-1543; 87 Stat. 884). Section 8(e) of the Act directs the President to designate the agencies "which shall act on behalf of and represent the United States in all regards as required by the Convention," which was accomplished by Executive Order 11911, April 13, 1976.

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Forest commission marks Phillips Brook as top conservation priority

PAULA TRACY

Friday, Oct. 20, 2006

Erving's Location

Hikers take in some of the 23,781 acres of Phillips Brook Forest, which the NH Forest Legacy Commission has labeled a conservation priority. (PAULA TRACY/Union Leader)

Stunning are its vistas looking south toward the Presidential Range and inspiring for its mammoth size, the Phillips Brook Forest in northern New Hampshire is the perfect place to get lost doing what you love to do.

Whether it's snowmobiling, mountain biking, hunting, cross-country skiing, stream fishing for wild trout or viewing wildlife from a four-wheel-drive vehicle, the 23,781-acre industrial forest tract is a vast expanse that I have visited and come to love over the past decade.

It is now considered the conservation priority in 2007 by the New Hampshire Forest Legacy Commission, which prioritizes parcels across the state for consideration of federal money.

To permanently protect the land from development and to retain its recreational value as well as its part in the state's wood supply basket, more than \$3.5 million will be sought from the federal Forest Legacy Fund for a conservation easement to be purchased from its owner, GMO Renewable Resources of Boston.

For most of the past 106 years, the land has been under the ownership of International Paper Co. Prior to 1898 when it was purchased as the first IP parcel, it was owned by the Paris Co. of Maine. Wood on the land was used to build skis, sleds, desks and children's toys.

IP made a decision to sell the land along with 1.5 million acres three years ago, and GMO picked it up and is doing active forest management, particularly during the winter months on the northern edge of the boundary, not far from Dixville Notch.

Much of its western boundary — almost seven miles long — abuts the state's 40,000-acre Nash Stream Forest, which is itself adjacent to the 18,000-acre Bunnell Working Forest.

At its height of land, the Phillips Brook is the halfway point between the Connecticut and Androscoggin River Valleys and is its own vast watershed. The conservation easement

would protect 78 percent of the watershed and allow all the existing recreational uses that now exist, including an important snowmobile corridor for the North Country.

It is on this property I have enjoyed hiking, cross-country skiing and mountain biking. Some of the mountains on this property are 3,000 feet and above and offer fabulous habitat for moose, bear, and pine marten.

If there are any lynx, this would be a good home for them, too.

The extensive woods road system provides access and views of the mountains to the south.

Last week, I went for a tour of the property with officials from the Society for the Protection of N.H. Forests, and GMO. Although I thought I had seen much of the Phillips Brook and its wildlife openings, views, ponds and streams from my bike, I found myself shocked at new places to explore, like at the top of Bear Brook Road.

Hunting is allowed on the property and GMO does allow, with permission, use of ATVs to extract kills. That right will be retained by the property owner, as will overnight camping on the property.

There are a number of breached logging dams used during the historic river log drives, as well as the remains of old logging camps. One camp still remains on the property, next to a beautiful pond which often has a resident loon on it. The rustic log cabin with its riverstone hearth does not have heat or electricity and will not be part of the easement. GMO will retain the cabin as well as a portion of land in Stark. They will also continue to pay taxes for the land in Dummer, Millsfield, Odell and all of Erving's Location.

We saw a number of bird hunters and their dogs using the property last week. There will likely be moose hunters next week as this land is excellent for moose, particularly at the higher elevations.

Although fairly well managed for timber over the years, the hillsides are often thinned and great for back-country skiing. I got lost out here once in a hardwood stand, but as I climbed up, I found where I was and was able to have the most heavenly ski through the glades down to the roadway. N.H. snowmobile trail corridor No. 28 crosses the property, and a permanent trail easement will be acquired to ensure that it remains an important link between Errol and the Colebrook area.

The property has a number of threatened and endangered species, including a number of plants which grow in a big, 146-acre boggy area. Bailey's sedge and River Bank Quillwort have been found here.

For those who enjoy streams, the land has almost 35 miles of them, suitable for designation as wild trout habitat for brook trout under the N.H. Wild Trout program.

In addition to having the support of the Forest Society, which is acting as agent for GMO and is the project sponsor, the project enjoys the support of the N.H. Snowmobile Association, the N.H. Council of Trout Unlimited, Fish and Game, the Audubon Society of N.H. and a host of other organizations. People who attended a public hearing on the proposal in Stark were overwhelmingly supportive.

To get the money, New Hampshire must compete with 15 other states in the region and 33 in the nation in the Forest Legacy program for funding. It is not yet known how much money will be available for the 2008 round.

The state has done its homework — from a completed appraisal to a draft easement to a purchase and sale agreement. To get there, you take Route 110 out of Groveton and head toward Milan. Just past the village of Stark, turn on to Paris Road and follow it until it narrows and turns to dirt. You will come to the old Paris Manufacturing Co. office building on the property. From here, you can go where the gates allow you, either by car or by foot or pedal. Various gates are open at various times of the year. Most of the road is narrow and has drop-off shoulders, so drive slowly and enjoy the beauty of a working forest.

ATTATCHMENT 102:1c

FAILURE TO ENFORCE: The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.;) [with violations punishable under title 18 United States Code, (with fines up to \$100,000 for individuals and \$200,000 for organizations), imprisonment for not more than 1 year, or both—for each bird].and/or Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712, July 3, 1918, as amended, and/or The Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c) (and other related treaties and laws).

ATTATCHMENT 102:1d

Over the past 6 years, FWS has referred about 50 instances of golden eagles killed by 30 different companies in Altamont Pass either to the Interior Solicitor's office for civil prosecution or to the Department of Justice for criminal prosecution.

A recent study shows that over 1,000 raptors are killed by wind power facilities in northern California each year. Many experts attribute this large number of fatalities to unique aspects of wind power development in northern California. A 2001 analysis of studies estimated that wind turbines in the United States cause roughly 33,000 avian deaths per year.

There are several Bald Eagle nests and potential nesting sites within a few miles of the proposed Wind Farm. This and related data some of which is reviewed above demonstrates the alleged violation and negligence.

ATTACHMENT 102.D

Among the trees of Millsfield, Dixville and Errol, Bill Altenburg of Conway is cleaning up old skidways and erecting yurts in the backcountry to attract XC-skiers, snowshoers, sled dog mushers and summer recreation buffs who want a succinct system of trails and nicely spaced, rustic accommodations tied together into a cohesive whole. He is pointing the way toward a new vision in non-motorized recreation for Coos County. His model worked for five years in Phillips Brook before International Paper terminated his lease in the forests there. Undaunted, he pushed north and east and duplicated what he'd done. He told me in passing once he had 5,000 visitors to the original Phillips Brook complex one year. I would imagine some of them had a few dollars in their pockets.

Attachment: 103.a

**State of New Hampshire
Board of Licensure for Professional Engineers
Concord, New Hampshire 03301**

In the Matter of:
Stephen M. LaFrance, P.E.
No.: 7145
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of engineering, the New Hampshire Board of Licensure for Professional Engineers ("Board") and Stephen M. LaFrance, P.E. ("Mr. LaFrance" or "Respondent"), an engineer licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 310-A:22; 310-A:22-a; and Engineering Administrative Rule ("Eng") 402, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensed engineers. Pursuant to Eng 402.02, the Board may impose disciplinary sanctions pursuant to a settlement agreement and without commencing a hearing.
2. The Board first granted Respondent a license as an engineer in the State of New Hampshire on May 5, 1988. Respondent holds license number 7145. Respondent practices engineering for Horizons Engineering in Littleton, New Hampshire. He is president of Horizons. Previously, Respondent worked for Provan & Lorber, Inc. of Littleton, New Hampshire. Respondent was also president of Provan & Lorber.

3. On May 5, 2004, the Board received a complaint against Mr. LaFrance from his former employer, the engineering firm of Provan & Lorber. The complaint alleged numerous acts of misconduct in connection with Mr. LaFrance's leaving his former employ and starting his own engineering company.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's questionable conduct.
5. The Board's investigation revealed and Respondent freely admits to the following facts:
 - A. Respondent embarked on a course of action to leave his employ with Provan & Lorber and start his own engineering firm, Horizons, prior to ending his employment with Provan & Lorber. That course of action included utilizing work time and resources that belonged to Provan & Lorber.
 - B. While still employed at Provan & Lorber, Respondent spoke with current Provan & Lorber clients about his departure and informed them that his new company would be available to complete their engineering projects. These acts drew business away from Provan & Lorber to Respondent's new company, Horizons.
 - C. After Respondent left Provan & Lorber, he obtained plans and engineering documents that were the work product of Provan & Lorber employees. These plans and documents were used by Respondent's new company without adequately citing the work of Provan & Lorber.

- D. Respondent took copies of contract documents, forms and other written materials that were the work product of Provan & Lorber without permission and without compensating Provan & Lorber.
- E. Respondent changed a contract he held with Provan & Lorber to materially alter its terms without informing Provan & Lorber.
- 6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 310-A:22, II(c), (i) and (l); and, Eng 501.03 (a) (2), (3), (4) and (5).
- 7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's engineering license in the State of New Hampshire.
- 8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 310-A:23:
 - A. Respondent is **reprimanded**.
 - B. Respondent's license to practice engineering is **suspended** for a period of six months. That license suspension is stayed for a period of one year on the condition that Respondent commit no further violations of RSA 310-A or the Board's rules.
 - C. Respondent is required to meaningfully participate in a 60-hour **course in ethics and professionalism** offered by the Murdough Center for Engineering Professionalism at Texas Technical University. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall

be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing the hours or of signing this *Settlement Agreement*, whichever happens later, Respondent shall notify the Board and provide written proof of course completion.

- D. Respondent is assessed an **administrative fine** in the amount of \$10,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 49 Donovan Street, Concord, New Hampshire 03301.
- E. The Board may consider Respondent's compliance with the terms and conditions herein and in any subsequent proceeding before the Board regarding Respondent's license.
- F. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as an engineer and to any agency or authority which licenses, certifies or credentials engineers, with which Respondent is presently affiliated.
- G. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as an engineer and to any agency or authority that licenses, certifies or credentials

engineers, to which Respondent may apply for any professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 310-A:22, and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* has prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 3/31/05

Stephen M. LaFrance
Stephen M. LaFrance, P.E.
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 4/22/05

Louise Laverdy
(Signature)

Louise Laverdy, Executive Director
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Licensure for
Professional Engineers

/*Mark W. Morin, P.E., Board member, recused.

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NOTICE UNDER MECHANIC'S LIEN LAW

To The Clerk Of The County Of Clinton, State of New York and All Others Whom It May Concern: Please Take Notice that Adirondack Energy Products Inc., as lienor, has and claims on the real property hereinafter described as follows:

(1) Name and Principal Place of Business of Lienor:

Adirondack Energy Products, Inc.
P.O. Box 355
17 Junction Road
Malone, New York 12953

Doc ID: 002804120002 Type: LIE
Recorded: 04/10/2008 at 08:23:19 AM
Fee Amt: \$15.00 Page 1 of 2
Clinton, NY
John H. Zurlo County Clerk
File 2008-00000546

Adirondack Energy Products Inc. is a corporation duly organized and existing under the laws of the State of New York.

(2) The name and address of the lienor's attorney:

Craig P. Carriero, Esq.
CANTWELL & CANTWELL
14 Elm Street, Suite 2
Malone, New York 12953

(3) The name and addresses of the owners of the real property against whose interest therein a lien is claimed is:

Owners: Noble Clinton Windpark I, LLC,
and
Noble Ellenburg Windpark, LLC

Addresses: 8 Railroad Avenue, Suite 8
Essex, Connecticut 06426
and
7430 State Route 11
Churubusco, New York 12923

(4) The lienor is a subcontractor. The name and address of the corporation by whom the lienor was employed and with whom the contract was made is:

Kay-R Electric
P.O. Box 222
112 Pickard Drive East
Syracuse, New York 13211

(5) The labor performed by the lienor was the delivery of fuel oil used by machinery operating at the substation.

(6) The material furnished by the lienor was fuel oil used by machinery operating at the substation.

(7) The agreed upon price and value of the labor and materials furnished is \$3,839.48.

(8) The total amount unpaid to lienor for labor and materials is \$3,839.48.

(9) The date the first items of work were performed and materials supplied was March 13, 2007.

(10) The date the last items of work were performed and materials supplied was December 10, 2007.

(11) The address of the property subject to the lien is:

Noble Clinton Ellenburg Substation
Ryan Road
Clinton, New York (County of Clinton)
Tax Map No. 82-2-10 (Town of Clinton)

(12) Said labor performed and materials furnished were for the improvement of the real property hereinbefore described.

(13) That eight months have not elapsed dating from the last item of work performed, and dating from the last items of materials furnished, nor since the completion of the contract or since the final performance of the work, nor since the final furnishing of the materials for which this lien is claim.

Dated: April 8, 2008
Malone, New York

ADIRONDACK ENERGY PRODUCTS INC.


By: Brian J. Monette, Vice President



Doc ID: 002548280003 Type: LIE
Recorded: 02/25/2008 at 11:22:35 AM
Fee Amt: \$15.00 Page 1 of 3
Clinton, NY

NOTICE OF MECHANIC'S LIEN

John H. Zurlo County Clerk

File **2008-00000482**

**TO THE CLERK OF THE COUNTY OF CLINTON, NEW YORK
AND ALL OTHERS TO WHOM IT MAY CONCERN:**

scj

PLEASE TAKE NOTICE, that the International Brotherhood of Electrical Workers Local 910 Pension, Annuity, and Health and Welfare Funds, the Watertown Electrical Joint Apprenticeship and Training Fund [referred to as the "Funds"], and the International Brotherhood of Electrical Workers, Local Union No. 910 [hereinafter "Union" and collectively referred to with the Funds as "Lienors"] have and hereby claim a lien on the real property hereinafter as follows:

1. The Funds and Union are organizations that represent and provide benefits to electricians that perform services in New York. The Funds and Union maintain offices at 25001 Water Street, Watertown, New York 13601.
2. The name and address of the Lienors' attorney is Daniel Kornfeld, Franklin Center, Suite 300, 443 North Franklin Street, Syracuse, New York 13204-1415.
3. The owner of the real property is Noble Ellenburg Windpark, LLC and the interest of the owner as far as known to the Lienors is fee simple absolute.
4. The name of the corporation by whom the Lienors' members were employed was Kay-R Electric Corporation. The name of the corporation for whom the Lienors' members performed services and labor was Kay-R Electric Corporation. The name of the corporation with whom the contract was made was Kay-R Electric Corporation.
5. The labor was performed pursuant to a contract for the Lienors' members to install electrical equipment as improvements to real property. The parties agreed that Kay-R Electrical Corporation would remit fringe benefit contributions and deductions to Lienors in accordance with the Inside Construction Agreement between the Northern

New York Chapter of NECA, Inc. and the Union. The "price" or amount owed is based on the number of hours worked by the employees.

6. The amount unpaid to the Lienors for labor and the total amount claimed for which this lien is filed is \$157,068.56, plus interest.
7. The time when the first work was performed on the project was June 1, 2007. The time when the last work was performed on the project was January 31, 2008.
8. The property subject to the lien is known as Noble Environmental Power's Wind Farm Sub-Station with a mailing address of 390 Ryan Road, Churubusco, New York 12923 and tax map number 82.-2-10.

Paragraphs three (3) through eight (8) above are alleged upon information and belief. The labor performed and the professional services rendered were used in the improvement of the real property hereinabove described. Eight (8) months have not elapsed dating from the last item of work performed or from the last items of materials furnished or since the completion of the contract or since the final performance of the work or since the final furnishing of the materials for which this lien is claimed.

I.B.E.W. Local 910 Health and Welfare Fund, I.B.E.W. Local 910 Pension Fund, and I.B.E.W. Local 910 Annuity Fund, and Watertown Electrical Joint Apprenticeship and Training Fund

Date: 2/21/08

By: _____

John F. Love
John F. Love, Fund Manager

**International Brotherhood of Electrical Workers,
Local Union No. 910**

Date: 3/21/08

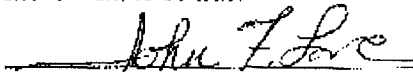
By: _____

Dennis C. Affinati
Dennis C. Affinati, Business Manager

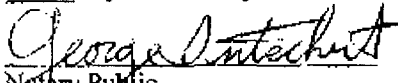
STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

John F. Love, being duly sworn, deposes and says:

I am Fund Manager of International Brotherhood of Electrical Workers Local 910 Pension, Annuity, and Health and Welfare Funds as well as the Watertown Electrical Joint Apprenticeship and Training Fund; I have read the foregoing Notice of Mechanic's Lien and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.


John F. Love, Fund Manager

Sworn to before me this
21st day of February 2008

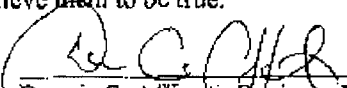

Notary Public

GEORGE INTSCHERT
NOTARY PUBLIC, State of New York
Registration No. 4964602
Qualified in Jefferson County
Commission Expires 04/02/2010

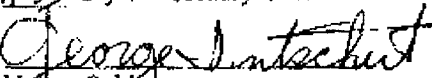
STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

Dennis C. Affinati, being duly sworn, deposes and says:

I am Business Manager of International Brotherhood of Electrical Workers, Local Union No. 910; I have read the foregoing Notice of Mechanic's Lien and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.


Dennis C. Affinati, Business Manager

Sworn to before me this
21st day of February 2008


Notary Public

(with High Key-r Mech Lien)

GEORGE INTSCHERT
NOTARY PUBLIC, State of New York
Registration No. 4964602
Qualified in Jefferson County
Commission Expires 04/02/2010



Doc ID: 002651470005 Type: LIE
Recorded: 05/16/2008 at 01:31:45 PM
Fee Amt: \$15.00 Page 1 of 5
Clinton, NY
John H. Zurlo County Clerk

File 2008-00000560

SR/MH

NOTICE UNDER MECHANIC'S LIEN LAW

Box 334
(N)

To: Clinton County Clerk
Attn: John Zurlo, County Clerk

PLEASE TAKE NOTICE, that I.B.E.W. Local Union No.

1249 (hereinafter "Union"), a labor organization, by and on behalf of members and members of the bargaining unit employed by Kay-R Electric Corporation, International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund, Lineman's Safety Training Fund, and Northeastern Joint Apprenticeship and Training Fund have and claim a lien for wages, contributions, deductions and interest hereinafter mentioned on the real property hereinafter described as follows:

1. The name and business address of the lienors are: I.B.E.W. Local Union No. 1249 ["Union"], 6518 Fremont Road, East Syracuse, New York 13057; International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund and International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, 6518 Fremont Road, East Syracuse, New York 13057; National Electrical Benefit Fund, 2400 Research Boulevard, Rockville, Maryland 20850-3266; Lineman's Safety Training Fund, 6518 Fremont Road, East Syracuse, New York

13057, Northeastern Joint Apprenticeship and Training Fund, 1515 Ben Franklin Highway, Douglassville, Pennsylvania 19518.

The Union represents employees employed by employers signatory to a collective bargaining agreement with the Union, represents employees with respect to enforcement of the collective bargaining agreement and payment of the appropriate wage rate and contributions, and represents employees with respect to terms and conditions of employment, including, but not limited to, wages, benefits and supplements, and is permitted to file this lien on their behalf.

1a. The name and address of lienors' attorney is Blitman & King LLP, Jennifer A. Clark, Esq., Franklin Center, Suite 300, 443 North Franklin Street, Syracuse, New York 13204.

2. The owner of the real property is Noble Elbenburg Windpark, LLC. and the interest of the owner as far as known to the lienors is owner in fee simple absolute.

3. The names of the contractor by whom the members of the Union, members of the Union's bargaining unit and the workers were employed is Kay R Electric Corporation, a contractor signatory to a collective bargaining agreement with the Union.

The name of the person for whom the labor was performed is Kay-R Electric Corporation.

The name of the person with whom the contract was made is Kay-R Electric Corporation.

4. The labor performed consisted of hours worked by employees of Kay-R Electric Corporation during the period March 2007 through December 2007 in connection with electrical work performed at the Noble Environmental Power's Wind Far Sub-Station property, for which the following monies are due:

The sum of \$91,493.74, representing: (1) \$83,416.94 in contributions and wage deductions; and (2) \$8,076.80 in interest through June 1, 2008.

The total agreed price and value of the labor performed is \$83,416.94, plus interest from June 1, 2008 until the date the monies are paid, at the rate of twenty four percent (24%) per annum. The sum of \$83,416.94 became due to lienors during the period March 2007 through December 2007.

The total agreed price and value is \$83,416.94, plus additional interest.

5. The amount unpaid to the lienors for the labor furnished is \$83,416.94, plus additional interest.

6. The time when the first item of work was performed was March 1, 2007. The time when the last item of work was furnished was December 31, 2007.

7. The property subject to the lien is known as Noble Environmental Power's Wind Farm Sub-Station situated in the Town of ~~Churebussee~~ ^{Clinton}, County of Clinton, State of New York, and having tax map number 82.-2-10.

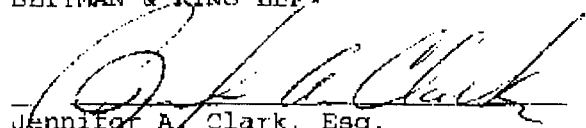
8. The said labor was performed and furnished for and used in the improvement of the real property heretofore described. That eight (8) months have not elapsed dating from the last item of work performed, or from the last items of material furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the labor for which this lien is claimed.

9. Paragraph nos. 2, 4, 5, 6, 7 and 8 are alleged upon information and belief.

DATED: May 13, 2008

BLITMAN & KING LLP.

By:


Jennifer A. Clark, Esq.
Franklin Center, Suite 300
443 North Franklin Street
Syracuse, New York 13204
Telephone: (315) 422-7111

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Jennifer A. Clark, being duly sworn, deposes and says that deponent is the Attorney for I.B.E.W. Local Union No. 1249 ["Union"], International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund,

Lineman's Safety Training Fund, and Northeastern Joint Apprenticeship and Training Fund [collectively referred to as "Funds"], that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters stated to be alleged upon information and belief, and that as to those matters deponent believes them to be true.

The reasons why this verification is made by deponent is that deponent is the Attorney for the I.B.E.W. Local Union No. 1249, International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund, Lineman's Safety Training Fund, Northeastern Joint Apprenticeship and Training Fund, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: the books and records of the I.B.E.W. Local Union No. 1249, and the books and records of the I.B.E.W. Local No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund, Lineman's Safety Training Fund, Northeastern Joint Apprenticeship and Training Fund, and the remittance reports prepared and filed by Kay-R Electric Corporation with the Funds and Union.


Jennifer A. Clark

Sworn to before me this
13th day of May, 2008.


Notary Public

WENDY L. RICHARDSON
Notary Public, State of New York
Qualified in Gen. Co. No. 4655248
Comm. Exp. 8/3/2010

(coll)\LEGAL\Kay-R-IBEW1249-Mechlien.doc) jlr

SR/TMT

NOTICE UNDER MECHANIC'S LIEN LAW

X-2

To the Clerk of the County of Clinton and all others whom it may concernPlease Take Notice, that Versatile Office & Storage, Inc.

as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienors are Versatile Office & Storage, Inc.
840 Saratoga Road
Gansevoort, NY 12831

being a co-partnership corporation duly organized and existing under the laws of the State of New York whose business address is at P.O. Box 2305, Gansevoort, NY 12831 and whose principal place of business is at 840 Saratoga Road, Gansevoort, NY 12831 have and claim a lien for the principal and interest of the price and value of the labor and material hereinafter mentioned, upon the house, building and appurtenances, and upon the lot, premises and parcel of land upon which the same may stand, or be intended to stand, hereinafter mentioned, pursuant to the Lien Law of the State of New York and all acts amending or extending the same or providing for the filing of mechanic's liens; or in force in said County in reference to mechanic's liens, and hereby states:

- (1a.) The name and address of lienor's attorney, if any _____

- (2) The names of the owners of the real property are Noble Ellenburg Windpark I, LLC and Noble Clinton Windpark I, LLC

and the interest of the owners as far as known to the lienor(s) is fee simple

- (3.) The name of the company by whom the lienor(s) was employed is Kay-R Electric Corporation

The name of the company to whom the lienor(s) furnished or is (are) to furnish materials or for whom the lienor(s) performed or is (are) to perform professional services is Kay-R Electric Corporation

The name of the company with whom the contract was made is Kay-R Electric Corporation
 Who contracted with Noble Environmental Power

- (4) The labor performed was delivery, setup of field office trailers

The material/equipment furnished was (3) 10' x 40' field office trailers

The material actually manufactured for but not delivered to the real property is: _____

N/A

The agreed price and value of the labor performed is \$ 1000.00

The agreed price and value of the material furnished is \$ 1000.00

The agreed price and value of the material actually manufactured for but not delivered to the real property is \$ N/A

Total agreed price and value \$ 15,585.67

- (5) The amount unpaid to the lienor(s) for said labor performed is \$ 1000.00

The amount unpaid to the lienor(s) for said material furnished is \$ 1000.00

The amount unpaid to the lienor(s) for material actually manufactured for but not delivered to the real property is \$ N/A

Fin. Chgs.
 Total amount unpaid \$ 5,918.22 + 223.53

The total amount claimed for which this lien is filed is \$ 6,141.75

- (6) The time when the first item of work was performed was March 5th 2007

The time when the first item of material/equip. was furnished was March 5th 2007

The time when the last item of work was performed was June 4th 2007

The time when the last item of material/equip. was furnished was January 31st 2008

- (7.) The property subject to the lien is situated in the Town of Clinton, County of Clinton and State of New York
 located at the Noble Ellenburg Windpark on Ryan Road - Tax Map ID # 82-2-10

That said labor and materials were performed and furnished for and used, and the professional services rendered were used in the improvement of the real property hereinbefore described. That eight months (four months) (subject property in a single family dwelling) have not elapsed dating from the last item of work performed, and dating from the last item of materials furnished, nor since the completion of the contract, nor since the final performance of the work, nor since the final furnishing of the materials for which this lien is claimed.

Versatile Office & Storage, Inc.

Dated 2-12-08

Richard C. Woodcock Jr., President

Dec ID: 0025046002 Type: LIE
 Recorded: 02/27/2008 at 10:59:20 AM
 Fee Amt: \$15.00 Page 1 of 2
 Clinton, NY
 John H. Zurlo County Clerk
 FILED 2008-00000483

FILING OF NOTICE

Notice of lien may be filed at any time during to progress of the work and the furnishing of materials or, within eight months after the completion of the contract, of the final performance of the work, or the final furnishing of the materials, dating from the last item of work performed or materials furnished; provided, however that where the improvement is related to real property improved or to be improved with a single family dwelling, the notice of lien may be filed at any time during the progress of the work and the furnishing of the materials, or, within four months after the completion of the contract, or the final performance of the work, or the final furnishing of the materials dating from the last item of work performed or materials furnished. The notice of lien must be filed in the clerk's office of the county where the property is situated. If such property is situated in two or more counties, the notice of lien shall be filed in the office of the clerk of each such counties.

State of New York, County of

ss.:

INDIVIDUAL OR PARTNER

being duly sworn

states that deponent is _____ the owner or partner of _____ the claimant(s) mentioned in the foregoing notice of lien; that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters herein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me this _____ day of _____ 20____

State of New York, County of Saratoga

ss.:

CORPORATION

Richard C. Woodcock Jr. being duly sworn, deposes and says that deponent is the President of Versatile Office & Storage, Inc. herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true.

The reason why this verification is made by deponent is that deponent an officer, to wit, the President of Versatile Office & Storage, Inc., which is a domestic corporation, and is familiar with the facts and circumstances herein.

And the sources of deponent's information and grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows:

Sworn to before me this 12th day of February 2008

Richard C. Woodcock Jr. President

Lorraine Pelkey
Notary Public

LORRAINE PELKEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. #4822172
MY COMMISSION EXPIRES OCT 31, 20 14

Mechanic's Lien

Versatile Office & Storage, Inc. Claimant

Business Address 840 Saratoga Road
Geneva, NY 12831

against

Noble Ellensburg Windpark, LLC and
Noble Citron Windpark, LLC Owners

Noble Environmental Power Contractor

Kay-R Electric Corporation Subcontractor

Notice of Lien

Amount \$ 6,141.75

Filed on _____

4480

NOTICE UNDER MECHANIC'S LIEN LAW

Doc ID: 002700310005 Type: LIE
Recorded: 06/26/2008 at 01:37:56 PM
Fee Amt: \$15.00 Page 1 of 6
Clinton, NY
John H. Zurlo County Clerk

File 2008-00000577

To: Clinton County Clerk
Attn: John Zurlo, County Clerk

PLEASE TAKE NOTICE, that I.B.E.W. Local Union No. 1249 (hereinafter "Union"), a labor organization, by and on behalf of members and members of the bargaining unit employed by Kay-R Electric Corporation, International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund, National Labor Management Cooperation Committee, National Electrical Industry Fund, Northeastern Line Contractors Administration Fund, Lineman's Safety Training Fund, and Northeastern Joint Apprenticeship and Training Fund have and claim a lien for wages, contributions, deductions and interest hereinafter mentioned on the real property hereinafter described as follows:

1. The name and business address of the lienors are: I.B.E.W. Local Union No. 1249 ["Union"], 6518 Fremont Road, East Syracuse, New York 13057; International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund and International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, 6518 Fremont Road, East Syracuse, New York 13057; National Labor Management Cooperation Committee ["NLMCC"], 6518 Fremont Road, East Syracuse, New York 13057; the National Electrical Industry Fund ["NEIF"], 6518 Fremont Road, East Syracuse, New York 13057; the Northeastern Line

Contractors Administration Fund ["NELCAF"]; National Electrical Benefit Fund, 2400 Research Boulevard, Rockville, Maryland 20850-3266; Lineman's Safety Training Fund, 6518 Fremont Road, East Syracuse, New York 13057, Northeastern Joint Apprenticeship and Training Fund, 1515 Ben Franklin Highway, Douglassville, Pennsylvania 19518.

The Union represents employees employed by employers signatory to a collective bargaining agreement with the Union, represents employees with respect to enforcement of the collective bargaining agreement and payment of the appropriate wage rate and contributions, and represents employees with respect to terms and conditions of employment, including, but not limited to, wages, benefits and supplements, and is permitted to file this lien on their behalf.

1a. The name and address of lienors' attorney is Blitman & King LLP, Jennifer A. Clark, Esq., Franklin Center, Suite 300, 443 North Franklin Street, Syracuse, New York 13204.

2. The owner of the real property is Noble Clinton Windpark I, LLC and Noble Ellenburg Windpark, LLC. as tenants in common, and the interest of the owner as far as known to the lienors is owner in fee simple absolute.

3. The names of the contractor by whom the members of the Union, members of the Union's bargaining unit and the workers were employed is Kay-R Electric Corporation, a contractor signatory to a collective bargaining agreement with the Union.

The name of the person for whom the labor was performed is Kay-R Electric Corporation, a subcontractor of Noble Constructors, LLC, the general contractor.

The name of the person with whom the contract was made is Kay-R Electric Corporation.

4. The labor performed consisted of hours worked by employees of Kay-R Electric Corporation during the period March 2007 through December 2007 in connection with electrical work performed at the Noble Environmental Power's Wind Farm Sub-Station property, for which the following monies are due:

The sum of \$91,493.74, representing: (1) \$83,416.94 in contributions and wage deductions; and (2) \$8,076.80 in interest through June 1, 2008.

The total agreed price and value of the labor performed is \$83,416.94, plus interest from June 1, 2008 until the date the monies are paid, at the rate of twenty four percent (24%) per annum. The sum of \$83,416.94 became due to lienors during the period March 2007 through December 2007.

The total agreed price and value is \$83,416.94, plus additional interest.

5. The amount unpaid to the lienors for the labor furnished is \$83,416.94, plus additional interest.

6. The time when the first item of work was performed was March 1, 2007. The time when the last item of work was furnished was December 31, 2007.

7. The property subject to the lien is known as Noble Environmental Power's Wind Farm Sub-Station situated in the Town of Churubusco, County of Clinton, 390 Ryan Road, State of New York, and having tax map number 82.-2-10.

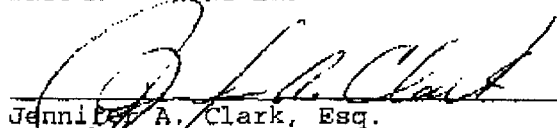
8. The said labor was performed and furnished for and used in the improvement of the real property heretofore described. That eight (8) months have not elapsed dating from the last item of work performed, or from the last items of material furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the labor for which this lien is claimed.

9. Paragraph nos. 2, 4, 5, 6, 7 and 8 are alleged upon information and belief.

DATED: June 24, 2008

BLITMAN & KING LLP

By:


Jennifer A. Clark, Esq.
Franklin Center, Suite 300
443 North Franklin Street
Syracuse, New York 13204
Telephone: (315) 422-7111

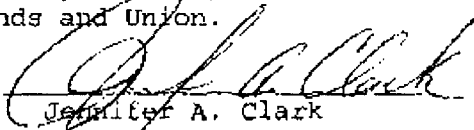
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Jennifer A. Clark, being duly sworn, deposes and says that deponent is the Attorney for I.B.E.W. Local Union No. 1249 ["Union"], International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund, National Labor Management Cooperation Committee, National Electrical Industry Fund, Northeastern Line Contractors Administration Fund, Lineman's Safety Training Fund, and Northeastern Joint Apprenticeship and Training Fund (collectively referred to as "Funds"), that deponent

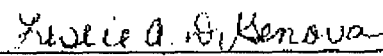
has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters stated to be alleged upon information and belief, and that as to those matters deponent believes them to be true.

The reasons why this verification is made by deponent is that deponent is the Attorney for the I.B.E.W. Local Union No. 1249, International Brotherhood of Electrical Workers Local Union No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Labor Management Cooperation Committee, National Electrical Industry Fund, Northeastern Line Contractors Administration Fund, National Electrical Benefit Fund, Lineman's Safety Training Fund, Northeastern Joint Apprenticeship and Training Fund, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: the books and records of the I.B.E.W. Local Union No. 1249, and the books and records of the I.B.E.W. Local No. 1249 Pension Fund, International Brotherhood of Electrical Workers Local Union No. 1249 Insurance Fund, National Electrical Benefit Fund, National Labor Management Cooperation Committee, National Electrical Industry Fund, Northeastern Line Contractors Administration Fund, Lineman's Safety Training Fund, Northeastern Joint Apprenticeship and Training Fund, and the remittance reports prepared and filed by Kay-R Electric Corporation with the Funds and Union.


Jennifer A. Clark

Sworn to before me this
24th day of June, 2008.


Notary Public

\\coll1\LEGAL\Kay-R-18EW1249-MechLienREV.doc) jlr

Leslie A. DiGenova
Notary Public in the State of New York
Qualified in Onon. Co., No. 4650097, 2009
My Commission Expires December 31, 2009

check

*Box 334 SR/DM
N*

NOTICE OF MECHANIC'S LIEN UNDER NEW YORK LIEN LAW

TO THE CLERK OF THE COUNTY OF CLINTON, STATE OF NEW YORK and all others whom it may concern:

PLEASE TAKE NOTICE, that

- (1) **Stuart C. Irby Company**, as lienor, maintaining a place of business at 815 South State Street, Jackson, Mississippi 39215, has and claims a lien on the real property described below as follows:

- (2) The name and address of the lienor's attorney is:

Adrienne L. Isacoff, Esq.
Lowenstein Sandler PC
1251 Avenue of the Americas
New York, NY 10021



Doc ID: 002991830004 Type: LIE
Recorded: 03/11/2009 at 10:17:22 AM
Fee Amt: \$15.00 Page 1 of 4
Clinton, NY
John H. Zurlo County Clerk

File **2009-00000698**

- (3) The name of the owner of the real property against whose interest therein a lien is claimed is **Noble Altona Windpark, LLC**, with a mailing address of 2210 Rand Hill Road, PO Box 274, Altona, NY 12910 and c/o Noble Environmental Power, LLC, 8 Railroad Avenue, Essex, CT 06426; or **Noble Environmental Power, LLC** with a mailing address of 8 Railroad Avenue, Essex, CT 06426; and the interest of the owner as far as known to lienor is in **fee simple**.

- (4) The name of entity with whom the contract was made is:

Noble Constructors, LLC, a Delaware limited liability company, together with its parent, subsidiary and affiliate entities.

- (5) The labor performed and material furnished was: **electrical materials and equipment and related services in connection with the construction and installation of a wind turbine project known as "Noble Altona Windpark, LLC" in the State of New York.**

The agreed price and value of the labor performed and the material furnished is \$4,947,300.64.

- (6) The amount unpaid to the lienor for said labor and materials furnished is \$545,009.58.

The total amount claimed for which this lien is filed is \$545,009.58.

- (7) The time when the first item of work was performed (material furnished and/or services provided) was **May 13, 2008.**

The time when the last item of work was performed (material furnished and/or services provided) was **December 2, 2008**.

- (8) The property subject to the lien is situated in the Town of Altona, County of Clinton, State of New York and identified as Tax Map No. 133-1-15.2 on the official tax map of the Town of Altona and more specifically described as follows:

See attached legal description annexed hereto as Schedule A.

- (9) Said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described.
- (10) Eight months (or four months if a single family dwelling) have not elapsed dating from the last item of work performed, nor from the last items of materials furnished, nor since the completion of the contract, nor since the final performance of the work, nor since the final furnishing of the materials for which this lien is claimed.

Dated: *March 4, 2009*

STUART C. IRBY COMPANY

Carolyn Copeland
Mary Beth



BY: 

Name: Gary Bodam
Title: VP of Human Resources

VERIFICATION - CORPORATION

STATE OF MISSISSIPPI,
COUNTY OF Madison

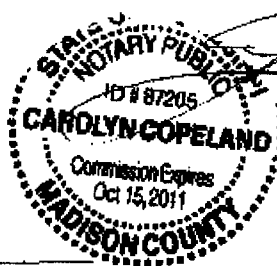
ss.:

Gary Bodam, being duly sworn, says that deponent is the VP of Human Res of Stuart C. Irby, herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the VP of Human Resources of Stuart C. Irby, which is a domestic corporation, and deponent is familiar with the facts and circumstances herein.

The source of deponent's information and the grounds of deponent's belief as to all matters therein stated upon deponent's knowledge are as follows: books and records of the corporation.

Sworn to before me this 4th
day of March, 2009

Carolyn Copeland
Notary Public



Gary Bodam
VP of Human Resources

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check *Box 334 N SR/dm*
NOTICE OF MECHANIC'S LIEN UNDER NEW YORK LIEN LAW


TO THE CLERK OF THE COUNTY OF CLINTON, STATE OF NEW YORK and all others whom it may concern:

PLEASE TAKE NOTICE, that

- (1) **Stuart C. Irby Company**, as lienor, maintaining a place of business at 815 South State Street, Jackson, Mississippi 39215, has and claims a lien on the real property described below as follows:

- (2) The name and address of the lienor's attorney is:

Adrienne L. Isacoff, Esq.
Lowenstein Sandler PC
1251 Avenue of the Americas
New York, NY 10021


Doc ID: 002991800004 Type: LIE
Recorded: 03/11/2009 at 10:18:35 AM
Fee Amt: \$15.00 Page 1 of 4
Clinton, NY
John H. Zurlo County Clerk
File **2009-00000695**

- (3) The name of the owner of the real property against whose interest therein a lien is claimed is **Noble Altona Windpark, LLC**, with a mailing address of 2210 Rand Hill Road, PO Box 274, Altona, NY 12910 and c/o Noble Environmental Power, LLC, 8 Railroad Avenue, Essex, CT 06426; or **Noble Environmental Power, LLC** with a mailing address of 8 Railroad Avenue, Essex, CT 06426; and the interest of the owner as far as known to lienor is in **fee simple**.

- (4) The name of entity with whom the contract was made is:

Noble Constructors, LLC, a Delaware limited liability company, together with its parent, subsidiary and affiliate entities.

- (5) The labor performed and material furnished was: **electrical materials and equipment and related services in connection with the construction and installation of a wind turbine project known as "Noble Altona Windpark, LLC" in the State of New York.**

The agreed price and value of the labor performed and the material furnished is \$4,947,300.64.

- (6) The amount unpaid to the lienor for said labor and materials furnished is \$545,009.58.

The total amount claimed for which this lien is filed is \$545,009.58.

- (7) The time when the first item of work was performed (material furnished and/or services provided) was **May 13, 2008.**

The time when the last item of work was performed (material furnished and/or services provided) was **December 2, 2008**.

- (8) The property subject to the lien is situated in the **Town of Altona, County of Clinton, State of New York and identified as Tax Map No. 133-1-4.13 on the official tax map of the Town of Altona and more specifically described as follows:**

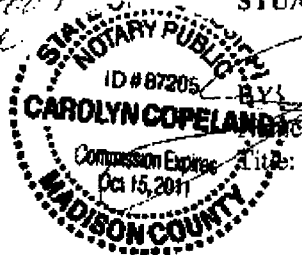
See attached legal description annexed hereto as Schedule A.

- (9) Said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described.
- (10) Eight months (or four months if a single family dwelling) have not elapsed dating from the last item of work performed, nor from the last items of materials furnished, nor since the completion of the contract, nor since the final performance of the work, nor since the final furnishing of the materials for which this lien is claimed.

Dated: *March 4th, 2009*

(Carolyn) Copeland

Notary Public



STUART C. IRBY COMPANY

[Signature]
Gary Bodam
VP of Human Resources

VERIFICATION - CORPORATION

STATE OF MISSISSIPPI,
COUNTY OF Madison

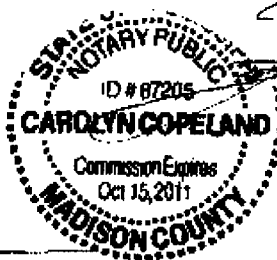
SS.:

Gary Bodam, being duly sworn, says that deponent is the VP of Human Resources of Stuart C. Irby, herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the VP of Human Resources of Stuart C. Irby, which is a domestic corporation, and deponent is familiar with the facts and circumstances herein.

The source of deponent's information and the grounds of deponent's belief as to all matters therein stated upon deponent's knowledge are as follows: books and records of the corporation.

Sworn to before me this 4th
day of April, 2009

Carolyn Copeland
Notary Public



Gary Bodam
VP of Human Resources

Schedule A

Tax Map No. 133-1-4.13

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Altona, County of Clinton, State of New York and described as follows;

Beginning at an iron pin set on the southerly bounds of lands conveyed to Noble Altona Windpark, LLC, as described in Deed Instrument No. 2005-195180, said pin also being located S 79° 43' 19" W, a distance of 175.73 feet from an iron pin found marking the southeasterly corner of said Noble Lands, at the southwesterly bounds of the Military Turnpike;

Thence turning and running S 11° 15' 19" W, along the easterly bounds of the parcel herein being described, a distance of 129.24 feet to an iron pin set marking the southeasterly corner of the parcel herein being described;

Thence turning and running S 69° 13' 23" W, along the southerly bounds of the parcel herein being described, a distance of 129.48 feet to an iron pin found marking the most southerly southeasterly corner of lands of said Noble Altona Windpark;

Thence turning and running N 10° 18' 04" W, along the easterly bounds of said Noble Altona Windpark, a distance of 65.00 feet to an iron pin found marking an angle point in said easterly boundary line;

Thence turning and running N 30° 21' 27" E, along the easterly bounds of said Noble Altona Windpark, a distance of 105.42 feet to an iron pin found marking an angle point in the southeasterly bounds of said Noble Altona Windpark;

Thence turning and running N 79° 43' 19" E, along a portion of the southerly bounds of said Noble Altona Windpark, a distance of 106.27 feet to the point of beginning and containing 0.39 acres (16,883 sq. ft.) of land.

Subject To any encumbrances of record or those discoverable by inspection of the premises.

Being Part Of Parcel 1 of lands conveyed by Francis E. Pryor and Theresa Pryor, his wife, to Denis O. Pryor and Cheryl V. Pryor, his wife, by deed dated June 1, 1989 and recorded in the Clinton County Clerk's Office in Volume 791 of Deeds at Page 37.

Stock

*Box 334
N*

SE/DM

NOTICE OF MECHANIC'S LIEN UNDER NEW YORK LIEN LAW

TO THE CLERK OF THE COUNTY OF CLINTON, STATE OF NEW YORK and all others whom it may concern:

PLEASE TAKE NOTICE, that

- (1) **Stuart C. Irby Company**, as lienor, maintaining a place of business at 815 South State Street, Jackson, Mississippi 39215, has and claims a lien on the real property described below as follows:
- (2) **The name and address of the lienor's attorney is:**

Adrienne L. Isacoff, Esq.
Lowenstein Sandler PC
1251 Avenue of the Americas
New York, NY 10021
- (3) **The name of the owner of the real property against whose interest therein a lien is claimed is **Noble Altona Windpark, LLC**, with a mailing address of 2210 Rand Hill Road, PO Box 274, Altona, NY 12910 and c/o Noble Environmental Power, LLC, 8 Railroad Avenue, Essex, CT 06426; or **Noble Environmental Power, LLC** with a mailing address of 8 Railroad Avenue, Essex, CT 06426; and the interest of the owner as far as known to lienor is in fee simple.**
- (4) **The name of entity with whom the contract was made is:**

Noble Constructors, LLC, a Delaware limited liability company, together with its parent, subsidiary and affiliate entities.
- (5) **The labor performed and material furnished was: electrical materials and equipment and related services in connection with the construction and installation of a wind turbine project known as "Noble Altona Windpark, LLC" in the State of New York.**

The agreed price and value of the labor performed and the material furnished is \$4,947,300.64.
- (6) **The amount unpaid to the lienor for said labor and materials furnished is \$545,009.58.**

The total amount claimed for which this lien is filed is \$545,009.58.
- (7) **The time when the first item of work was performed (material furnished and/or services provided) was May 13, 2008.**

16959/4
03/09/2009 10:59:0862.2
TAX MAP NO.: 133-1-A-12



Doc ID: 002991570004 Type: LIE
Recorded: 03/11/2009 at 10:14:56 AM
Fee Amt: \$16.00 Page 1 of 4
Clinton, NY
John M. Zurlo County Clerk

File **2009-00000692**

The time when the last item of work was performed (material furnished and/or services provided) was **December 2, 2008**.

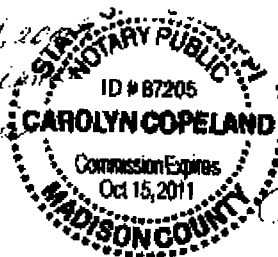
- (8) The property subject to the lien is situated in the **Town of Altona, County of Clinton, State of New York and identified as Tax Map No. 133-1-4.12 on the official tax map of the Town of Altona and more specifically described as follows:**

See attached legal description annexed hereto as Schedule A.

- (9) Said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described.
- (10) Eight months (or four months if a single family dwelling) have not elapsed dating from the last item of work performed, nor from the last items of materials furnished, nor since the completion of the contract, nor since the final performance of the work, nor since the final furnishing of the materials for which this lien is claimed.

Dated: *March 11, 2009*

Carolyn Copeland
Notary Public



STUART C. IRBY COMPANY

BY: 
Name: **Gary Bodan**
Title: **VP of Human Resources**

VERIFICATION - CORPORATION

STATE OF MISSISSIPPI,
COUNTY OF Madison

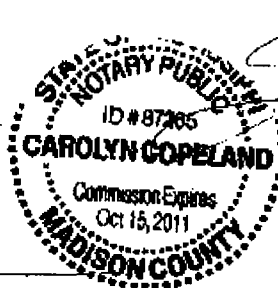
ss.:

Gary Bodam, being duly sworn, says that deponent is the VP of Human Resources of Stuart C. Irby, herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the VP of Human Resources of Stuart C. Irby, which is a domestic corporation, and deponent is familiar with the facts and circumstances herein.

The source of deponent's information and the grounds of deponent's belief as to all matters therein stated upon deponent's knowledge are as follows: books and records of the corporation.

Sworn to before me this 4th
day of March, 2009

Carolyn Copeland
Notary Public



Gary Bodam
VP of Human Resources

Jack

*Box 334
N*

SR/DM

NOTICE OF MECHANIC'S LIEN UNDER NEW YORK LIEN LAW

TO THE CLERK OF THE COUNTY OF CLINTON, STATE OF NEW YORK and all others whom it may concern:

PLEASE TAKE NOTICE, that

- (1) **Stuart C. Irby Company**, as lienor, maintaining a place of business at 815 South State Street, Jackson, Mississippi 39215, has and claims a lien on the real property described below as follows:
- (2) The name and address of the lienor's attorney is:

Adrienne L. Isacoff, Esq.
Lowenstein Sandler PC
1251 Avenue of the Americas
New York, NY 10021
- (3) The name of the owner of the real property against whose interest therein a lien is claimed is **Noble Altona Windpark, LLC**, with a mailing address of 2210 Rand Hill Road, PO Box 274, Altona, NY 12910 and c/o Noble Environmental Power, LLC, 8 Railroad Avenue, Essex, CT 06426; or **Noble Environmental Power, LLC** with a mailing address of 8 Railroad Avenue, Essex, CT 06426; and the interest of the owner as far as known to lienor is in fee simple.
- (4) The name of entity with whom the contract was made is:

Noble Constructors, LLC, a Delaware limited liability company, together with its parent, subsidiary and affiliate entities.
- (5) The labor performed and material furnished was: **electrical materials and equipment and related services in connection with the construction and installation of a wind turbine project known as "Noble Altona Windpark, LLC" in the State of New York.**

The agreed price and value of the labor performed and the material furnished is \$4,947,300.64.
- (6) The amount unpaid to the lienor for said labor and materials furnished is \$545,009.58.

The total amount claimed for which this lien is filed is \$545,009.58.
- (7) The time when the first item of work was performed (material furnished and/or services provided) was **May 13, 2008.**

16959/4
03/09/2009 10:59:0862.2
TAX MAP NO.: 133-1-4.32



Doc ID: 002991570004 Type: LIE
Recorded: 03/11/2009 at 10:14:56 AM
Fee Amt: \$15.00 Page 1 of 4
Clinton, NY
John H. Zurlo County Clerk

File **2009-00000692**

The time when the last item of work was performed (material furnished and/or services provided) was **December 2, 2008**.

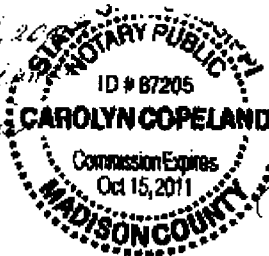
- (8) The property subject to the lien is situated in the **Town of Altona, County of Clinton, State of New York and identified as Tax Map No. 133-1-4.12 on the official tax map of the Town of Altona and more specifically described as follows:**

See attached legal description annexed hereto as Schedule A.

- (9) Said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described.
- (10) Eight months (or four months if a single family dwelling) have not elapsed dating from the last item of work performed, nor from the last items of materials furnished, nor since the completion of the contract, nor since the final performance of the work, nor since the final furnishing of the materials for which this lien is claimed.

Dated: *March 4, 2009*

Carolyn Copeland
Notary Public



STUART C. IRBY COMPANY

BY: 

Name: **Gary Bodan**

Title: **VP of Human Resources**

VERIFICATION - CORPORATION

STATE OF MISSISSIPPI,
COUNTY OF Madison

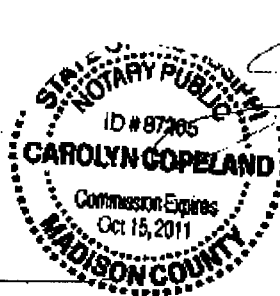
ss.:

Gary Bodam, being duly sworn, says that deponent is the VP of Human Resources of Stuart C. Irby, herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the VP of Human Resources of Stuart C. Irby, which is a domestic corporation, and deponent is familiar with the facts and circumstances herein.

The source of deponent's information and the grounds of deponent's belief as to all matters therein stated upon deponent's knowledge are as follows: books and records of the corporation.

Sworn to before me this 14th
day of March, 2009

Carolyn Copeland
Notary Public



Gary Bodam
VP of Human Resources



Doc ID: 002927290048 Type: LIE
Recorded: 01/08/2009 at 12:59:01 PM
Fee Amt: \$15.00 Page 1 of 48
Clinton, NY

John H. Zurlo County Clerk

File **2009-00000645**

Doc

scf

NOTICE UNDER MECHANIC'S LIEN LAW

To the Clerk of the County of Clinton and all others whom it may concern

PLEASE TAKE NOTICE, that **SPE Utility Contractors LLC.**, as lienor(s) have and claim a lien on the real property hereinafter described as follows:

(1) The name and address of the lienor is: **SPE Utility Contractors LLC.**
4400 Dove Road
Port Huron, Michigan 48060

(1a.) The name and address of lienor's attorney, if any:
Alan Paul Weinraub, Esq., 11 Clark Road, P.O. Box 3335, Champlain, NY 12919

(2) The owner of the real property is: **Noble Altona Wind Park, LLC.**

And the interest of the owner as far as known to the lienor(s) is upon information and belief:
leasehold or fee simple

(3) The name of the person by whom the lienor was contracted, subcontracted or employed is:
Noble Constructors LLC., 8 Railroad Avenue, Suite 8, Essex, Connecticut 06426

(4) The labor performed or material furnished was upon information and belief:
34.5kV/Fiber Optic Under Ground Collector System Package

The agreed price or value of the labor performed or material furnished is upon information and belief:
\$5,646,632.82

(5) The amount unpaid to the lienor for said labor or materials is upon information and belief:
\$2,122,600.80

(6) The time when the first item of work was performed was upon information and belief:
June 9, 2008
The time when the first item of material was furnished was:
The time when the last item of work was performed was upon information and belief:
October 13, 2008
The time when the last item of material was furnished was:

(7) The property subject to the lien, including its location, city or village and county are:

Land and interests in land situated in the Town of Altona, County of Clinton, State of New York and recorded in the Clinton County Clerk's Office in Instrument Numbers 2004-00177822 & 2007-00203466, 2004-00177821 & 2007-00203465, 2005-00184752 & 2007-00203475, 2005-00180936 & 2007-00203454, 2005-00184751 & 2007-00203476, 2004-00177819 & 2007-00203470, 2008-00216273, 2006-00191810 & 2007-

00203477, 2006-00193939, 2005-00185912 & 2007-00203451 & 2006-00200636, 2004-00176128 & 2007-00203461, 2006-00193937 & 2007-00203468, 2004-00176326 & 2006-00165182, 2004-00176132 & 2007-00203462, 2004-00176131 & 2007-00203455, 2004-00176126 & 2007-00203458, 2005-00186882 & 2007-00203450, 2006-00194120, 2004-00176129 & 2007-00203460, 2006-00193941, 2006-00193941, 2004-00176127 & 2007-00203457, 2004-00176130 & 2007-00203459, 2005-00180937 & 2007-00203464, 2006-00194119 & 2007-00203478, 2006-00194096 & 2007-00203469 as more particularly described on the attached legal descriptions, Schedule "A"s, attached hereto as Exhibits 1 through 26.

**TAX MAP Number IN SEQUENCE ATTACHED AS EXHIBIT "A" 12/11*
(8) The total amount to be claimed to be due or to become due for which this lien is filed is upon information and belief: **\$2,122,600.80.**

This amount has been due upon information and belief since October 13, 2008.

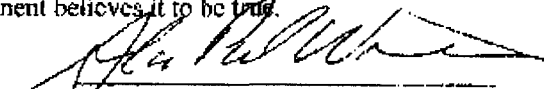
That upon information and belief said labor and materials were performed and furnished for and used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described and that 8 months (4 months if a single family dwelling) have not elapsed dating from the last item of work performed, or from the last items of material furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

Dated: January 9th, 2009

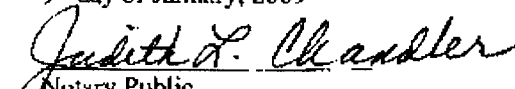

Alan Paul Weinraub, Esq.

STATE OF NEW YORK
COUNTY OF CLINTON SS.:

Alan Paul Weinraub, Esq. being duly sworn, says that deponent is attorney and agent for the claimant mentioned in the foregoing notice of lien, that deponent has read the said notice and knows the contents hereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true.


Alan Paul Weinraub, Esq.

Sworn to before me this
9th day of January, 2009


Notary Public

JUDITH L. CHANDLER
Notary Public, State of New York
Qualified in Clinton County
Commission Expires April 3, 2011

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Chickadee

#	1	118-HS
2	118	-1-18.1
3	132	-1-11.1
4	132	-1-6
5	119	-1-1
6	119	-1-16.3
7	119	-1-16-1
8	119	-1-19.12
9	119	-1-15.1
10	133	-1-2
11	133	-1-3
12	119	-1-6.11 (was 119 -1-6.1)
13	133	-1-4.1
14	133	-1-11
15	133	-1-10
16	133	-1-7.1
17	133	-1-8
18	148	-2-6
19	133	-1-7.2
20	133	-1-16
21	133	-1-13
22	148	-2-24
23	133	-1-14
24	133	-1-15.1
25	148	-2-2
26	132	-1-7.1

ATTACHMENT: 103.c

Small sample of land abuses by transnationals.

2006 Update: The Dillon Mahoosucs ownership in Success has undergone extensive logging and new road development since this column was originally posted. The state and local press have also written about unsustainable harvesting on the property and the Coos County Planning Board has been reviewing Dillon's forestry practices. Dillon has also banned New Hampshire Fish and Game biologists from entering the property unless accompanied by Dillon's employees. Oddly enough, Dillon's forester in Success is also the Coos County Fish and Game Commissioner for NH Fish & Game. Dillon has also sold a nearby Jericho forest tract of several thousand acres in Berlin to the state of New Hampshire for a state park to feature ATV trails. The logging on that tract has been described as similar to the timber baron harvesting of the White Mountains Region at the turn of the century and it is estimated by the forester for the new park that timber there will not recover for another forty years. Dillon has stated that he will subdivide and sell the land around the Nansen Ski Trail system on the north edge of the Mahoosuc Mountains if it is not selected as the site for a new federal prison. Nansen's lease has not been renewed and the ski club will have to find a new trail system in 2006. Bayroot, through Wagner Forest Management, has been harvesting their tracts at a heavy rate consistent with past industrial owners. Bayroot has also been marketing its smaller tracts for development potential at much higher value than previous timber sales.

ATTACHMENT: 104.a

Incompatible with the dependable and reliable mission of the electricity grid.

Wind power has gotten a free ride as a renewable energy source because it does not use a fuel that produces CO₂. Federal and state mandates for clean energy have condoned development of wind power in the absence of viable alternatives. In both New Hampshire and Maine (and likely in many other states) the only review of such projects is the environmental impact. Efficacy or minimum standards of output are never considered. Wind energy advocates who assert that their turbines will power thousands and thousands of homes leave out the caveat that it is only for a moment in time for which they cannot predict timing or duration. The wind is an unpredictable and variable energy source. By its very nature it is incompatible with the dependable and reliable mission of the electricity grid. Until the sequester technology is developed to economically store electricity on a commercial scale (20-30 years according to new energy czar Steve Chu) it is a total waste of financial, human and environmental resources. An in depth analyses of wind power performance in areas of heavy development such as Denmark, Germany, southern California and west Texas illustrates the profound problems wind power causes. In addition to creating exorbitant cost born by both ratepayers and taxpayers, transmission overloads and gridlock, the fundamental claim of CO₂ emissions reductions is not only a falsehood, but in fact it adds to emissions due to the need to operate fossil fueled plants as back up for 90%-95% of wind power capacity. The Energy Information Administration has stated that there is no empirical evidence that curtailment exists anywhere in the U.S. and that wind power emission reductions is purely a "theoretical concept". It is unfortunate for the residents of Coos County and all the other mountainous areas of New England where wind power performs best because this trend will go on unabated until wind farms are challenged by state authorities on the basis of cost and performance.